

**COMBINED FULL-TIME/PART-TIME**

**COLLECTIVE AGREEMENT**

Between



**BGIS Global Integrated Solutions Canada LP  
(hereinafter called the “Hospital”)**

and



**CUPE LOCAL 139-01  
(hereinafter called the “Union”)**

**Expires: September 28, 2023**

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## **ARTICLE 1 - PREAMBLE**

### **1.01 - Preamble**

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Employer to secure the best possible care and health protection for patients.

## **ARTICLE 2 - DEFINITIONS**

### **2.01 - Temporary Employee**

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Employer or by the Employer on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed their probation period will be credited with the appropriate seniority.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

### **2.02 - Part-Time Commitment**

The Employer shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees.

### **2.03 - Regular Part-Time Employee**

Regular part-time employees are employees regularly employed for not more than twenty-four (24) hours per week.

Part-time employees may work more than twenty-four (24) hours per week on a temporary basis to cover absence due to illness, vacations, leaves of absence and still retain part-time status.

## **2.04 - Definition of a Casual Employee**

A casual employee is an employee who works on relief basis only, to fill in for illness, vacations, emergencies and other short-term staff shortages.

A casual employee may be deemed to have resigned their employment if the employee has failed to work in any six (6) months period provided work has been offered and the employee is not on an approved leave during the six (6) month period. The Employer's discretion to deem a casual employee resigned will not be exercised in an arbitrary manner.

For clarification purposes, the Employer will assign available work to regular part-time employees prior to calling on casual employees, provided that overtime costs do not occur.

## **ARTICLE 3 - RELATIONSHIP**

### **3.01 - No Discrimination**

The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.

The Union shall be provided a copy of any written notice provided to an employee that they may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism.

### **3.02 – Attendance Management**

Days of absence arising out of a medically-established serious chronic condition, an on-going course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Employer or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

Leaves covered under the *Employment Standards Act* and leaves under Article 12 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

## **ARTICLE 4 - STRIKES & LOCKOUTS**

The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

## **ARTICLE 5 - UNION SECURITY**

### **5.01 - T4 Slips**

The Employer will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Employer's payroll system.

### **5.02 - Notification to Union**

- (a) The Employer will provide the Union with a list, monthly of all hirings, layoffs, recalls and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Employer's payroll system.
- (b) The Employer will provide the Union with the current mailing address, personal email address if available, and phone number(s) it has on record of all members of the bargaining unit twice a year in electronic form.
- (c) Notwithstanding Article 5.02 (b), the Union agrees that the Employer will provide the employee information once per year, in electronic form.

### **5.03 - Employee Interview**

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

### **5.04 - No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

## **ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES**

### **6.01 - Union Activity on Premises and/or Access to Premises**

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Employer premises or on Employer time without the prior approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.



### **6.02 - Labour-Management Committee**

- (a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.
- (b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

- (c) It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.

- (d) It is understood that joint meetings with other Labour-Management Committees in the Employer may be scheduled concerning issues of mutual interest if satisfactory to all concerned.
- (e) Where two or more Agreements exist between a Employer and CUPE the Committee may be a joint one representing employees under both Agreements, unless otherwise agreed.

### **6.03 - Local Bargaining Committee**

The Employer agrees to recognize a Negotiating Committee comprised of Employer employee representatives of the Union for the purpose of negotiating a renewal Agreement (as set out in the Local Provisions Appendix). The Employer agrees to pay members of the Negotiating Committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal Agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Employer.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business but shall not be deducted from the Union entitlement under Article 12.02.

### **6.04 - Central Bargaining Committee**

- (a) In central bargaining between the Canadian Union of Public Employees and the participating Employers, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from their normal straight time working hours at their regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Employers' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from their normal straight time

working hours at their regular rate of pay and without loss of leave credits for two (2) days of preparation time for such central negotiating meetings with the Employer's Central Negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight (8), and in no case will more than one employee from a Employer be entitled to such payment.

The Union shall advise the Employers' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Employers' Central Negotiating Committee shall advise the eight (8) Employers accordingly.

- (b) Vice-Presidents of the Ontario Council of Employer Unions shall be granted leave of absence by their employers in accordance with (a) above or Article 12.02 as the case may be, in order to fulfil the duties of their position.

#### **6.05 - Union Stewards**

- (a) The Employer agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward or designate may, in the absence of any steward assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Employer notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a Union steward is required to enter an area within the Employer in which they are not originally employed, they shall report their presence to the supervisor in the area immediately upon entering it. When resuming their regular duties and responsibilities, such steward shall again report to their immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.
- (f) The number of stewards and the areas they represent are to be determined locally.

#### **6.06 - Grievance Committee**

The Employer will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 7.01** For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge the Employer shall notify the employee of this right in advance.
- 7.03** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a Union steward if they so desire. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate supervisor's decision in the following manner and sequence:

### **Step No. 1**

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to their immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Employer may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The immediate supervisor will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented to them. Failing settlement or response, then:

### **Step No. 2**

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the Department Head. A meeting will then be held between the Department Head and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Department Head may have such counsel and assistance as they may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04** A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or

grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

- 7.05** Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or their designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06** The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Employer's action in dismissing the employee; or
  - (b) reinstating the employee with or without full compensation for the time lost; or
  - (c) by any other arrangement which may be deemed just and equitable.

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period, without just cause.

- 7.07** a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.
- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

**7.08** All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

**7.09** When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at

the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

## **ARTICLE 8 – ACCESS TO FILES**

### **8.01 – Access to Personnel File**

Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Customer Business Manager or designate. An employee has the right to request copies of any evaluations in this file.

### **8.02 – Clearing of Record**

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

## **ARTICLE 9 – SENIORITY**

### **9.01 – Probationary Period**

A new employee will be considered on probation until they have completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period they shall be credited with seniority equal to sixty (60) working days. With the written consent of the Employer, the probationary employee and the President of the Local

Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

### **9.02 – Definition of Seniority**

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

A part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally.

### **9.03 – Loss of Seniority**

An employee shall lose all seniority and service and shall be deemed to have terminated if he:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- (e) has been laid off for forty-eight (48) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

#### **9.04 Effect of Absence**

[(a), (b) and (c) of the following clause are applicable to full-time employees only]

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of absence, except that the Employer will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or L.T.D. benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits or L.T.D. benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration of the absence if an employee's absence is due to a disability resulting in WSIB benefits or L.T.D. benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance period).
- (d) Part-time employees shall accrue seniority for the duration of the absence, if the employee's absence is due to a disability resulting in WSIB benefits.

Part-time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, or a disability in accordance with the Human Rights Code.

#### **9.05 - Job Posting**

Any provision pertaining to definition of temporary vacancies, non-bargaining unit applications, outside advertising, interim placements or criteria for selection except as it relates to promotions and transfers that existed in the Employer's expiring Collective Agreement will be continued as the last paragraph of this Article.

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- (d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change their permanent status.
- (e) The Employer agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Employer provides the Union notice under Article 9.08(A)(a) of its intention to eliminate the position.
- (f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (g) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Employer will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Employer. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.
- (h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (i) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Union.
- (j) Where it is known that such assignments will exceed a continuous period of six (6) weeks or more, the posting provisions of Article 9.05 will apply.

#### **9.06 - Transfer and Seniority Outside the Bargaining Unit**

- (a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Employer. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.



- (c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

### **9.07 - Transfer of Seniority and Service**

- (a) Effective March 7, 1985 (the date as set out in the Local Provisions Appendix) and for employees who transfer subsequent to March 7, 1985 (the effective date as set out in the Local Provisions Appendix):

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, health and welfare benefit plans, and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for their seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for their seniority and service on the basis of one (1) year for each 1725 hours worked.

The above noted employee shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned without loss of seniority to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had they not transferred.

- (b) **Portability of Service**

An employee hired by the Employer with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Employer. Any such claim shall be accompanied by verification of previous related experience. The Employer shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Employer such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) years' service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

- (c) **Transformation in Health Care**

#### **Seniority Recognition**

Without prejudice to the Union's or Employers' rights under the Collective Agreement or the Labour Relations Act, and/or the Public Sector Labour Relations Transition Act, the parties agree that non-unionized employees who are affected (via relocation/transfer\*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Employer. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant Collective Agreement.

## **Right to Return or Transfer**

Employees who are relocated/transferred\* to another employer by the Employer will retain their seniority and service at their original Employer for a 48-month period.

Without prejudice to the Union's or Employers' rights under the Collective Agreement or the Labour Relations Act, and/or the Public-Sector Labour Relations Transition Act, employees relocated/transferred\* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer\*, at their originating Employer for that 48-month period.

If they are the successful applicant, they will return to the employ of the Employer with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred\* to another employer.

\*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, or to a transfer pursuant to the Public-Sector Labour Relations Transition Act.

### **9.08 (A) - Notice and Redeployment Committee**

#### (a) Notice

In the event of a proposed layoff at the Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

#### (b) A layoff shall not include a reassignment of an employee from their classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) reassignments will occur in reverse order of seniority;
- (ii) the reassignment of the employee is to an appropriate permanent position with the Employer having regard to the employees' skills, abilities, qualifications and training or training requirements;
- (iii) the reassignment of the employee does not result in a reduction of the employees' wage rate or hours of work;
- (iv) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available

appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Employer bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Employer shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

(c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

(d) Redeployment Committee

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08(A)(a) and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Employer which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Employer's operation or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) not covered by a Collective Agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to Article 9.11, the Employer will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and of the Union. The number of representatives will be determined locally.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for

which the representative(s) shall be paid by the Employer at their regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) Disclosure

The Employer shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Employer's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Employer shall provide a copy, together with accompanying documentation, to the Union.

### **9.08 (B) – Retirement Allowance**

Prior to issuing notice of layoff pursuant to article 9.08(A)(a)(ii) in any classification(s), the Employer will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 9.08(A)(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

### **9.08 (C) – Voluntary Exit Option**

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Employer will offer a voluntary early exit option in accordance with the following conditions:

- i) The Employer will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Employer will make its decision based on seniority.
- ii) If insufficient employees in the department affected accept the offer, the Employer will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Employer will make its decision based on seniority.

- iii) In no case will the Employer approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- iv) The number of voluntary early exit options the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Employer's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.

### **9.09 - Layoff and Recall**

An employee in receipt of notice of layoff pursuant to 9.08(A)(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Employers of Ontario Pension Plan (HOOPP) as outlined in Article 9.08(B); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08(A)(a).

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

For purposes of the operation of clause (d), an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical paying classification, as defined in this article, a laid off employee shall have the right to displace another employee with lesser seniority in a higher paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- (f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time

employees in the same or a lower or similar paying classification with lesser seniority, prior to being required to displace a part-time employee.

- (g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full-time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (h) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.
- (i) In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08(A)(a).
- (j) The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work.
- (k) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (l) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (m) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (n) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

#### **9.10 - Benefits on Layoff**

(The following clause is applicable to full-time employees only)

In the event of a layoff of a full-time employee, the Employer shall pay its share of the insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever comes first.

#### **9.11 - Retraining**

- (a) Retraining for Positions within the Employer

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a Employer position identified by the Redeployment Committee in accordance with Article 9.08(A)(d)(i):

- (i) Opportunities to fill vacant positions identified by the Employer Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Employer in its discretion.
- (ii) The Employer and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the availability of any federal or provincial retraining program funds to cover the cost of tuition, books and travel, as well as any wages eligible under the terms of such program.
- (iii) Apart from any on-the-job training offered by the Employer, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid off employees who are approved for retraining in order to qualify for a vacant position within the Employer will continue to receive insured benefits.

(b) Placement

Upon successful completion of their training period, the Employer and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.11(a)(i).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

**9.12 - Separation Allowances**

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 9.08(A)(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(A)(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

### **9.13 - Technological Change**

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

### **9.14 – Workloads**

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours. In the event that within ten (10) calendar days, the workload concern is not resolved to the employee's satisfaction, the employee or group of employees, may, within forty-eight (48) hours, submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and Safety Committee (as constituted under the Collective Agreement's local appendix) or the Labour Management Committee (as constituted under Article 6.02) through their union representative.
- (c) In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a Workload Review Form which shall be provided to the supervisor and to the Union. The Workload Review Form will be attached as an Appendix to the Collective Agreement.

## **ARTICLE 10 - CONTRACTING OUT**

### **10.01 - Contracting Out**

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.



## **10.02 – Contracting Out**

Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Employer provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the Employer; and
- (2) in doing so to stand, with respect to that work, in the place of the Employer for the purposes of the Employer's Collective Agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Employer agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

## **10.03 - Contracting In**

Further to Article 9.08(A)(d)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost effectiveness of having such work performed within the Employer by members of the bargaining unit.

## **ARTICLE 11 - WORK OF THE BARGAINING UNIT**

### **11.01 - Work of the Bargaining Unit**

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

### **11.02 - Volunteers**

The use of volunteers to perform bargaining unit work, as covered by this Agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

The Employer shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked and the duties performed.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **12.01 - Personal Leave**

Written request for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld.

## **12.02 - Union Business**

- (a) The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement provided that such leave will not interfere with the efficient operation of the Employer. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Employer, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) alternate Executive Board members of the Ontario Council of Employer Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

- (b) In addition to the above, a part-time or casual employee who is attending to Union business when not regularly scheduled to work shall be deemed to be on Union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such part-time or casual employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Employer of the number of such hours.

### **12.03(a) Full-Time Position(s) with the Union**

(This clause is applicable to full-time employees only)

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than two (2) employees in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. It is understood that no more than one (1) employee will be from the same unit of the Employer, subject to operational requirements.

Seniority shall accumulate for employees during such leave on the basis of what their normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Employer may fill the vacancy resulting from such leave on a temporary basis.

**12.03(b) Full-Time Position(s) with the Union**

(The clause is applicable to part-time employees only)

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than two (2) employees in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. It is understood that no more than one (1) employee will be from the same unit of the Employer, subject to operational requirements.

Seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week during such leave.

The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Employer may fill the vacancy resulting from such leave on a temporary basis.

**12.03(c) Leave for OCHU President, Secretary-Treasurer and First Vice- President**

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence without pay shall be granted to such employee(s) elected to the positions of the President of the Ontario Council of Employer Unions, or the Secretary-Treasurer of the Ontario Council of Employer Unions or the First Vice-President of the Ontario Council of Hospital Unions, for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.

During such leave of absence seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week. In addition, during such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Employer may fill the vacancy resulting from such leave on a temporary basis.

#### **12.04 - Bereavement Leave**

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent.

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of their aunt or uncle, niece or nephew.

The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

#### **12.05 (a) - Jury & Witness Duty**

(The following clause is applicable to full-time employees only)

If an employee is required to attend jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Where a full-time employee is selected for jury duty for a period in excess of one (1) week the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process, the employee shall be returned to that point on their former schedule that is considered appropriate by the Employer. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer on their regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than they are scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Employer is unable to reschedule the employee and, as a result, they are required to attend during other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

#### **12.05 (b) - Jury & Witness Duty**

(This clause is applicable to part-time employees only)

If an employee is required to attend jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Where a part-time employee is selected for jury duty for a period in excess of one (1) week the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process, the employee shall be returned to that point on their former schedule that is considered appropriate by the Employer. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer on their regularly scheduled day off, they shall be paid for all hours actually spent at such hearings at their regular straight time hourly rate subject to (a), (b) and (c) above.

#### **12.06 (A) - Pregnancy Leave**

(The following clause is applicable to full-time employees only)

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the

Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### **12.06 (B) - Pregnancy Leave**

(The following clause is applicable to part-time employees only)

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the

Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of their normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### **12.07 (A) - Parental Leave**

(The following clause is applicable to full-time employees only)

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending

adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if they were not on parental leave.

In addition to the foregoing, the Employer shall pay the employee ninety-three percent (93%) of their normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.



### **12.07 (B) - Parental Leave**

(The following clause is applicable to part-time employees only)

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if they were not on parental leave.

In addition to the foregoing the Employer shall pay the employee ninety-three percent (93%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Employer will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to eleven (11) weeks while the employee is on parental leave. The Employer will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### **12.08 - Education Leave**

If required by the Employer, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade their employment qualifications. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Employer.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for an employee to take educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Employer.

#### **12.09 - Pre-Paid Leave Plan**

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Employer.
- (d) Where there are more applications than spaces allotted, seniority shall govern.

- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Employers of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

### **12.10 - Medical Care and Emergency Leave**

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise their Employer that they will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Employer may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

### **12.11 - Compassionate Care Leave**

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the Employment Standards Act, 2000.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The employee and the Employer will continue to pay their respective shares of the benefits and pension premiums.

## **ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY**

### **13.01 - HOODIP**

(The following clause is applicable to full-time employees only)

- a) The Employer will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August 1992 booklet (Part A) Employers of Ontario Disability Income Plan Brochure.

The Employer will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of

the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Employers shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall be utilized to:
- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
  - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
  - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, their existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and they shall be entitled, on termination, to that portion of any unused sick leave days providing they subsequently achieve the necessary service to qualify them for pay-out under the conditions relating to such pay-out.
  - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Employer, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Employer, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- e) The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this Collective Agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

- g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent shall be provided to the Union.
- h) The Employer shall pay the full cost of any medical certificate required of an employee.
- i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

Note: Provisions 13.01c)(3) and 13.01c)(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the Agreement shall be removed.

### **13.02 - Injury Pay**

If an employee is injured on the job and their supervisor excuses them from further duty for the balance of their shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

### **13.03- Payment Pending Determination of WSIB Claims (FT)**

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete shift may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to which they would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01(a) - Daily & Weekly Hours of Work (Full-Time Employees)**

The regular hours of work for all employees covered by this Agreement shall be as follows:

The normal hours per week shall be thirty-seven and one-half (37 ½) hours exclusive of meal times for each employee during biweekly period.

### **(b) – Daily & Weekly Hours of work (Part-Time Employees)**

The daily working hours shall not exceed seven and one-half (7 1/2) hours per day exclusive of meal times.

### **14.02(a) - Rest Periods**

(The following clause is applicable to full- time employees only)

The Employer will schedule one fifteen (15) minute rest period for each full scheduled half shift.

### **14.02(b) - Rest Periods (PT)**

(This clause is applicable to part-time employees only)

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work.

### **14.03 - Additional Rest Periods**

When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

### **14.04 – Extended Tours**

Extended tour provisions may be negotiated by the parties at the local level.

### **14.05 – JOB SHARING**

- (a) Job sharing is defined as two permanent employees sharing one full-time position. All job-sharing arrangements shall be subject to the approval of the Employer and the agreement of the Union.
- (b) Before any job-sharing arrangement is approved, the Employer and the Union must determine locally:
  - i. The resulting vacancy or vacancies to be posted in accordance with Article 9.05; and
  - ii. The terms and conditions governing the introduction and discontinuance of such job-sharing arrangements.
- (c) The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time employees, except that any full-time employee who enters a job sharing arrangement may continue participation in the group health and welfare benefit programs set out in Article 18.01 provided the employee pays the full amount of the monthly premiums during the job sharing period.

## **ARTICLE 15 - PREMIUM PAYMENT**

### **15.01 - Definition of Regular Straight Time Rate of Pay**

The regular straight time rate of pay is that prescribed in wage schedule of the Collective Agreement.

### **15.02 - Definition of Overtime**

All hours worked, per shift, which are in excess of seven and one-half (7 ½) shall be paid as such in accordance with Article 15.03 unless otherwise specified elsewhere in this Agreement.

### **15.03 - Overtime Premium and No Pyramiding**

Subject to any superior conditions, the overtime rate shall be time and one-half (1-1/2) the employee's straight time hourly rate.

Where an employee is required to work additional overtime contiguous to an overtime shift within twenty-four (24) hour period, the employee will be compensated at the rate of double time their straight time hourly rate for all additional contiguous overtime hours worked.

Overtime premium will not be duplicated nor pyramided nor, shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

### **15.04 - Time Off in Lieu of Overtime**

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer shall revert to payment of premium rate if time off is not taken within ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

### **15.05 - Reporting Pay**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

### **15.06 - Call-Back**

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) their regular hourly earnings. Superior provisions shall remain.



Effective June 13, 2023, where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours of pay at the rate of two (2) times their regular hourly earnings. Superior provisions shall remain.

(For former OPSEU employees transferred July 23, 2009 and to former NEMHC transferred employees as listed in Appendix 1:1 the following shall apply)

A full-time or part-time employee who is called back to work after leaving the Employer premises and outside of their regular scheduled hours shall be paid (or banked at their option in accordance with Article 15.04) a minimum of no less than four (4) hours' pay at time and one-half (1½) their regular straight time hourly rate for work performed on each call-in. In the event that such four (4) hour period overlaps and extends into their regular shift they will receive a three (3) hour guarantee payment at time and one-half (1½) and their regular hourly rate for the remaining hours of their regular shift.

Effective June 13, 2023 A full-time or part-time employee who is called back to work after leaving the Employer premises and outside of their regular scheduled hours shall be paid (or banked at their option in accordance with Article 15.04) a minimum of no less than four (4) hours' pay at two (2) times their regular straight time hourly rate for work performed on each call-in. In the event that such four (4) hour period overlaps and extends into their regular shift they will receive a three (3) hour guarantee payment at two (2) times their regular hourly rate for the remaining hours of their regular shift.

#### **15.07 - Standby**

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.30 per hour for all hours on standby. Effective September 29, 2016, where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount of \$4.90 per hour.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

#### **15.08 - Temporary Transfer**

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the higher paying position.

Where an Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

Effective November 3, 2022, where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of \$1.00 per hour from the time of the assignment.

#### **15.09 - Shift and Weekend Premium**

Employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective September 29, 2021 Employees shall be paid a shift premium of one dollar and twenty-six cents (\$1.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. Effective June 13, 2023, employees shall be paid a shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and twenty cents (\$1.20) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

Effective September 29, 2021 one dollar and twenty-seven cents (\$1.27) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

Effective June 13, 2023, two dollars and seventy-seven cents (\$2.77) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

For clarity, employees will be paid both shift and weekend premiums when working hours eligible for both premiums.

## **ARTICLE 16 - HOLIDAYS**

### **16.01 - Number of Holidays**

(The following clause is applicable to full-time employees only)

There shall be twelve (12) holidays and these holidays are set out in the Local Provisions Appendix.

Should the Employer be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide the number of paid holidays as noted above remains unchanged.

### **16.02 - Definition of Holiday Pay and Qualifiers**

(The following clause is applicable to full-time employees only)

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in the Local Provisions Appendix, or to qualify for a lieu day an employee must complete their scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out in the Local Provisions Appendix, and is absent shall not be entitled to holiday pay or to a lieu day to which they would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

**16.03(a) - Payment for Working on a Holiday**

(The following clause is applicable to full-time employees only)

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) their regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix.

**16.03(b) - Payment for Working on a Holiday**

(The following clause is applicable to part-time employees only)

The holidays listed in the part-time local Appendix for the purposes of Article 16.03(b) shall be the same holidays as are listed in the full-time Local Provisions Appendix.

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) their regular straight time hourly rate of pay for all hours worked on such holiday.

**16.04 - Payment for Working Overtime on a Holiday**

Where an employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) their regular straight time hourly rate for such authorized overtime.

**ARTICLE 17 – VACATIONS**

**17.01(a) - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment**

(The following clause is applicable to full-time employees only)

**Subject to any superior conditions:**

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
1	2	2
2	5	3
5	13	4
13	21	5
21	28	6
28		7

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

(For former OPSEU employees transferred July 23, 2009 and to former NEMHC transferred employees as listed in Appendix 1:1 the following shall apply)

**17.01(a) - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment**

(The following clause is applicable to full-time employees only)

**Subject to any superior conditions:**

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
Less than (1) year	1	1.25 days for each completed month
1	3	3
3	13	4
13	21	5
21	28	6
28		7

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

**17.01(b) - Part-Time Entitlement, Qualifiers and Calculation of Payment**

(The following clause is applicable to part-time employees only)

**Subject to any superior conditions:**

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following percentage of vacation pay, plus the equivalent time off:
Less than 3,450		4%
3,450	8,625	6%
8,625	22,425	8%
22,425	36,225	10%
36,225	48,300	12%
48,300		14%

**Progression on Vacation Schedule (Part-Time)**

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

(For former OPSEU employees transferred July 23, 2009 and to former NEMHC transferred employees as listed in Appendix 1:1 the following shall apply)

**17.01(b) - Part-Time Entitlement, Qualifiers and Calculation of Payment**

(The following clause is applicable to part-time employees only)

**Subject to any superior conditions:**

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following percentage of vacation pay, plus the equivalent time off:
Less than 1,725		4%
1,725	5,175	6%
5,175	22,425	8%

22,425	36,225	10%
36,225	48,300	12%
48,300		14%

Progression on Vacation Schedule (Part-Time)

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

**17.02 - Work During Vacation**

Should an employee who has commenced their scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times their basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have so worked.

**17.03 - Illness During Vacation**

(The following clause is applicable to full-time employees only)

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either Hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

**17.04 - Bereavement During Vacation**

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

**ARTICLE 18 - HEALTH & WELFARE**

**18.01 - Insured Benefits**

(The following clause is applicable to full-time employees only)

Subject to any superior conditions:

The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Employer agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Employer agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Subject to superior conditions, services of a chiropractor and of a licensed or registered physiotherapist will be covered up to an annual maximum of \$350 for each service.

Effective September 29, 2022, subject to superior conditions, mental health services by a psychologist, registered psychotherapist or social worker (MSW) will be covered up to a maximum of \$800 annually.

Effective September 29, 2014, the annual maximum for the services of a chiropractor will be increased to \$375.

Effective September 29, 2015, the annual maximum for the services of a licensed or registered physiotherapist will be increased to \$375.

Effective June 13, 2023, subject to superior conditions, services of a licensed or registered massage therapist will be covered up to an annual maximum of \$375.

(The following clause is applicable to former NEMHC transferred employees as listed in Appendix 1:2)

The services of the following practitioners limited to a maximum of \$25 per visit to a calendar year maximum of \$1200 for each practitioner. A physician's prescription is not required.

- i) A physiotherapist
- ii) A chiropractor, including one x-ray examination per calendar year.

Vision care maximum \$400 every 24 months in addition to eye examinations biennially, and hearing aide acquisition every 36 months. Vision care coverage can be used for laser eye surgery.

Effective June 13, 2023 Vision care coverage will be increased to \$400 every 24 months in addition to eye examinations biennially, and hearing aide acquisition every 36 months. Vision care coverage can be used for laser eye surgery.

- (c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.

- (d) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

Dental recall including preventative services to 9 months.

The Employer also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross Rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross Rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction.

The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

- (e) The Employer will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Employer's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Employer will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Employer to the billed premiums of active employees.
- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

#### **18.02 - Change of Carrier**

(The following clause is applicable to full-time employees only)

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Employer shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

#### **18.03 - Pension**

(The following clause is applicable to full-time employees only)

All present employees enrolled in the Employer's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with its terms and conditions.

#### **18.04 - Benefits for Part-Time Employees**

(The following clause is applicable to part-time employees only)

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment

benefits) an amount equal to 14% of their regular straight time hourly rate for all straight time hours paid.

### **18.05 – Union Education**

If the local Union indicates to the Employer that its members have approved a special assessment for Union education in accordance with the CUPE constitution and local Union by laws, the Employer agrees to deduct this assessment.

Such assessment will be paid on a quarterly basis into a trust fund established and administered by OCHU/CUPE for this purpose.

## **ARTICLE 19 - HEALTH & SAFETY**

### **19.01 - Protective Footwear**

Effective January 1, 2014, and on that date for each subsequent calendar year, the Employer will provide \$120 per calendar year to each full-time and to each regular part-time employee who is required by the Employer to wear safety footwear during the course of their duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

### **19.02 – Infectious Diseases**

- a) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act, s. 25 (2) (h)*].
- b) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
- c) Employers will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Employer.
- d) A worker who is required by their Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- e) The Employer agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to the Employers pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Employer will also provide the Committee with reports on fit testing



compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.

- f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.

### **19.03 – Influenza Vaccination**

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) The Employer recognizes that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (c) If an employee refuses to take the recommended or required vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This Article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

### **19.04 - Violence**

The Employer and the union agree that they have a shared goal of a workplace free of violence.

"Workplace violence" means,

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and

- (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The local parties will determine appropriate solutions to promote health and safety in workplaces, which shall include the adoption of the following mandatory provisions:

1. The Employer will ensure that employees are properly advised in advance if they are required to interact with patients who the Employer is aware have exhibited violent behaviour previously or who could otherwise reasonably be considered to pose a danger of exhibiting violent behaviour.
2. The Employer shall give due consideration to whether, in light of all the relevant circumstances, it is appropriate that an employee interacts with a known violent patient alone.
3. The Employer shall notify the Union without undue delay of any incident of an employee being subjected to violence at the workplace. The timing and nature of such notification may be negotiated locally by the parties.

In addition, the local parties will consider addressing the inclusion of the following additional remedies:

- (i) Electronic and visual flagging;
- (ii) Properly trained security who can de-escalate, immobilize, and detain / restrain;
- (ii) Appropriate personal alarms;
- (iii) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and
- (v) Training in de-escalation, "break-free" and safe immobilization / detainment / restraint.

## **ARTICLE 20 - COMPENSATION**

### **20.01 (a) - Job Classification**

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of

the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB an employee is unable to carry out the regular functions of their position, the Employer may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

#### **20.01(b) - Job Descriptions**

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the local Union of the rate of pay pursuant to Article 20.01(a) above.

#### **20.02 - Assignment of Duties from another Classification**

Where the Employer revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- (a) An employee who occupies a position which is revised in accordance with this Article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Employer of such limitation.
- (b) In the event an employee presently occupying a position which is revised in accordance with this Article requires additional training to perform duties of the revised position the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

#### **20.03 - Promotion to a Higher Classification**

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted).

#### **20.04 - Wages and Classification Premiums**

- (a) Attached to and forming an integral part of this Agreement is Schedule A and Schedule B Wage Rates – which are schedules of job classifications and ranges of rates of pay for each classification.

(b) Shift Phone Operator

- .01) The Shift Phone Operator function provides for a premium to be paid to an employee who has been designated by management to be a shift leader. Existing employees will be asked to submit their interest in filling this role. Management also has the right to withdraw the premium when circumstances no longer warrant the payment of such a premium
- .02) The Shift Phone Operator function involves assigned responsibility for two or more employees. A Shift Phone Operator is not a supervisor, but is involved mainly in passing supervisor's instructions to members of work group, explaining new projects and assignments and normally includes other duties as follows:
- i) Establishing priority as required on allocated daily work assignments.
  - ii) Showing employees how to do tasks when difficulties arise; checking completeness and accuracy of finished tasks; keeping supervisor informed of departmental activity.
  - iii) Explaining office routines, work procedures, use of equipment or machinery and safety procedures.
  - iv) A Shift Phone Operator shall not be responsible for disciplining other employees.
  - v) An employee assigned the Shift Phone Operator role will receive a premium of \$1.00 per hour while performing the role of Shift Phone Operator .

**20.05 - Progression on the Wage Grid**

(The following clause is applicable to part-time employees only)

Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

**ARTICLE 21 - FISCAL ADVISORY COMMITTEE**

Recognizing the value of Union input on behalf of employees, the parties agree to the following:

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee to its final stages of completion, to assist the Employer in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE- represented employees through program or service restructuring.

- (b) Where the Employer experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Employer agrees that revisions to the budget will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Employer agrees to provide to the Union in a timely way any financial and staffing information pertinent to the budget, or to any other restructuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at FAC or equivalent committee meetings with the Employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Employer at their regular or premium rate as may be applicable.

## **ARTICLE 22 – APPRENTICESHIP COMMITTEE**

**22.01** The central parties agree that within sixty (60) days of the commencement of this Agreement, a joint local committee consisting of up to three representatives, each will be formed to discuss the feasibility of establishing an apprenticeship program(s). If such a program is deemed feasible, the local parties will determine the terms and conditions of such program(s).

The joint local committee will seek the availability of any federal or provincial funds to cover the costs of such program.

## **ARTICLE 23 - DURATION**

### **23.01 - Term**

This Agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2023. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

### **23.02 - Central Bargaining**

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five days prior to the termination date of this Agreement.


It is understood and agreed that “local matters” means those matters which have been determined by mutual agreement between the central Negotiating Committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central Negotiating Committees referred to above. For such purposes, it is further understood that the central Negotiating Committees will


meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining.


Dated at (*electronically*), Ontario, this 12<sup>th</sup> day of August 2024.

FOR THE LOCAL UNION


  
Bell (Aug 12, 2024 17:43 EDT)


  
Jim Chapin (Aug 12, 2024 15:43 EDT)

  
Kevin Bennett (Aug 14, 2024 21:06 EDT)


  
Sean Wilson (Aug 18, 2024 17:45 EDT)

FOR THE EMPLOYER

  
Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
Michelle Case

  
John

**SCHEDULE “A” – CLASSIFICATIONS AND WAGE RATES**

<b>JOB TITLE</b>	<b>Effective 29-Sep-21</b>	<b>Effective 29-Sep-22</b>	<b>TRADES HOURLY PREMIUMS*</b>
<b>Plant Operator</b>	\$35.13	\$36.36	\$1.00
<b>Relief Plant Operator/Tradesperson</b>	\$32.87	\$34.02	
<b>Facility Mechanic/Electrician</b>	\$32.87	\$34.02	
<b>Facility Mechanic/Refrigeration Mechanic</b>	\$32.87	\$34.02	
<b>Facility Mechanic/Plumber</b>	\$32.87	\$34.02	
<b>Facility Mechanic/Millwright</b>	\$32.87	\$34.02	\$0.50
<b>Facility Mechanic/Carpenter</b>	\$32.87	\$34.02	
<b>Facility Mechanic/Painter</b>	\$32.87	\$34.02	
<b>Facility Mechanic/Locksmith</b>	\$32.87	\$34.02	
<b>Facility Mechanic</b>	\$32.87	\$34.02	

\*Trades Hourly Premium will come into effect September 20, 2020

Retroactive pay will be paid on a separate cheque/deposit. The Employer will supply the employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible employees on the payroll as of the expiry date of the previous agreement (September 28, 2021) and to all new such employees hired since that date. Payment is to be made within thirty (30) days of the date of ratification or award.

In the event an eligible employee shall have terminated their employment since September 29, 2021, the Employer shall advise the employee within 30 days by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the posting within which to claim any payment due to them. Retroactivity will be paid within two pay periods (bi-weekly) of the employee making such claim.

**Letter of Understanding**

**Re: Voluntary Part-time Benefits**


If the local parties agree, the Employer will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 18.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

NOTE: Part-time voluntary benefits are not arbitrable in local negotiations.


Dated at (*electronically*), Ontario, this 12<sup>th</sup> day of August 2024.

**FOR THE LOCAL UNION**

  
Ed Bell (Aug 12, 2024 17:43 EDT)


  
Jim Chapin (Aug 12, 2024 15:43 EDT)

  
Kevin Bennett (Aug 14, 2024 21:06 EDT)

  
Sean Wilson (Aug 18, 2024 17:45 EDT)

**FOR THE EMPLOYER**

  
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Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
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**Letter of Understanding**

**Re: Apprenticeship Pilot Programme**


The parties agree to establish a joint provincial apprenticeship committee. The joint committee will consist of three (3) members representative of the Union and three (3) members representative of the Employer. The purpose of the provincial committee is to review and make recommendations regarding the introduction of a pilot apprenticeship programme for certified trades employees. The committee will ensure that the pilot(s) satisfy any requirements set out by provincial educational authorities.


It is understood that both parties are jointly committed to the outcomes of the work of the joint provincial apprenticeship committee.

This Committee will meet by June 30, 2005 and will submit its recommendations by December 31, 2005.

Dated at (*electronically*), Ontario, this 12<sup>th</sup> day of August 2024.

FOR THE LOCAL UNION


  
Ed Bell (Aug 12, 2024 17:43 EDT)


  
Jim Chapin (Aug 12, 2024 15:43 EDT)

  
Kevin Bennett (Aug 14, 2024 21:06 EDT)


  
Sean Wilson (Aug 18, 2024 17:45 EDT)

FOR THE EMPLOYER

  
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Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
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**Letter of Understanding**

**Re: Introduction of HOODIP to Employers with Accumulating Sick Leave Plans**


Participating CUPE locals and Employers agree to meet to discuss the merits of introducing HOODIP to their CUPE bargaining units.


It is understood that such meetings will occur within 6 months following the date of ratification of the Memorandum of Settlement.


Dated at (*electronically*), Ontario, this 12<sup>th</sup> day of August 2024.

**FOR THE LOCAL UNION**

  
Ed Bell (Aug 12, 2024 17:43 EDT)


  
Jim Chapin (Aug 12, 2024 15:43 EDT)

  
Kevin Bennett (Aug 14, 2024 21:06 EDT)

  
Sean Wilson (Aug 18, 2024 17:45 EDT)

**FOR THE EMPLOYER**

  
\_\_\_\_\_

  
Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
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**Letter of Understanding**

**Re: Joint Benefits Trust**

The Participating Employers and CUPE agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

- Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:
  - o The methods by which the investigation will take place
  - o Identify potential sources of funding for investigation of the Benefits Trust
  - o Identification of the appropriate method to determine the feasibility of the Trust


Dated at (*electronically*), Ontario, this 12<sup>th</sup> day of August 2024.

**FOR THE LOCAL UNION**


**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Mark Bell (Aug 12, 2024 17:43 EDT)

  
\_\_\_\_\_  
Mark Bell (Aug 12, 2024 17:43 EDT)


  
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Jim Chapin (Aug 12, 2024 15:43 EDT)

  
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Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
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Kevin Bennett (Aug 14, 2024 21:06 EDT)

  
\_\_\_\_\_  
Michelle Case (Aug 14, 2024 21:06 EDT)

  
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Sean Wilson (Aug 18, 2024 17:45 EDT)

  
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Sean Wilson (Aug 18, 2024 17:45 EDT)

**Letter of Understanding**

**Re: Transformation in Health Care**

**Seniority Recognition**

Without prejudice to the Union's or Employers' rights under the collective agreement or the Labour Relations Act, the parties agree that non-unionized employees who are affected (via relocation/transfer\*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Employer. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

**Right to Return or Transfer**

Employees who are relocated/transferred\* to another employer by the Employer will retain their seniority and service at their original Employer for a 24-month period.

Without prejudice to the Union's or Employers' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred\* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer\*, at their originating Employer for that 24-month period.


If they are the successful applicant, they will return to the employ of the Employer with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred\* to another employer.


\*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.


Dated at (*electronically*), Ontario, this 12<sup>th</sup> day of August 2024.

**FOR THE LOCAL UNION**

  
Erin Bell (Aug 12, 2024 17:43 EDT)

  
Jim Chapin (Aug 12, 2024 15:43 EDT)

  
Kevin Bennett (Aug 14, 2024 21:06 EDT)

  
Sean Wilson (Aug 18, 2024 17:45 EDT)

**FOR THE EMPLOYER**

  
Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
Michelle Case

  
Shawn Lappan

## **Letter of Understanding**

### Re: 12-Hour Shifts

The Employer and the Union hereby agree to the following:

#### Introduction of 12- Hour Shift

A 12-hour shift schedule for BGIS employees working at the North Bay Regional Health Centre shall be introduced when:

- a) After having reviewed two (2) proposed schedules for two (2) weeks in advance of the vote, eighty percent (80%) of the affected employees in the Unit so indicate by secret ballot vote. The Employer and the Union shall conduct the vote.
- b) The Employer agrees to implement the 12-hour shift schedule as chosen by the affected employees. The agreement to implement shall not be unreasonably withheld. The 12-hour shift schedule as chosen by the affected employees will begin at a mutually agreed upon date.

#### Participation

All affected full-time and part-time employees will be required to participate in the 12-hour shift schedule.

#### Trial Period

- I. The 12-hour shift schedule will initially be for a trial period not to exceed 26 weeks.
- II. The trial period will be monitored according to established criteria on a regular basis.
- III. All employees will be required to work on the 12-hour shift schedule during the trial period.
- IV. During the trial period, the parties shall meet to discuss suggestions or concerns in relation to the 12-hour shift schedule in an effort to resolve them.
- V. At the conclusion of the trial period, the 12-hour shift schedule will continue in effect, unless eighty percent (80%) of the affected employees choose by secret ballot to discontinue the 12-hour shift schedule. The Employer and the Union shall conduct the vote.

#### Paid Holidays

All statutory holidays taken but not worked will be paid on the basis of a 7 ½ hour shift.

#### Discontinuation of 12-hour shift schedules

A 12 hour shift schedule may be discontinued after:

- (a) Eighty percent (80%) of the employees so indicate by secret ballot.
- (b) The Employer states its intention to discontinue the 12-hour shift schedule because of:
  - (i) adverse effects on operations;
  - (ii) inability to provide a workable staffing schedule, or;
  - (iii) other reasons which are neither unreasonable nor arbitrary;

When notice to discontinue is given by either party, the parties shall meet within two (2) weeks of giving notice to review and discuss the reasons for giving the notice to discontinue. Where it is determined that the 12-hour shift schedule will be discontinued, affected employees shall be given sixty (60) days' notice before the 12-hour shift schedule is replaced.

### Scheduling

The Employer agrees that:

- (a) No more than three (3) consecutive extended shifts shall be scheduled, unless mutually agreed upon between the employee and their immediate Supervisor.
- (b) There shall be no split shifts.
- (c) At least two consecutive days off shall be scheduled between a period of shifts.
- (d) Full-time employees will receive one weekend off in two.
- (e) An employee shall not be required to work more than two weeks of nights to be followed by at least two weeks of day shift unless necessary to achieve other scheduling objectives.
- (f) At least 48 consecutive hours off are to be scheduled following a period of night shifts and when changing to the day shifts.
- (g) A request for a change posted time schedules must be submitted 48 hours in advance, in writing, by the employee requesting the change, and co-signed by the employee willing to exchange days or shifts of duty. It is understood that time off by employee is subject to the approval of the Employer and shall not result in premium pay for either employee.

### Night Shifts

12-hour night shifts will commence on the day indicated on the schedule. For clarity and as an example, a 12-hour night shift scheduled on a Thursday will commence at 19:00 hours Thursday and end at 07:00 hours Friday.

### Weekend Premium

Weekend Premium will be paid on all hours worked between 2400 Friday and 2400 Sunday.

### Overtime

Overtime will be paid at the rate of time and one-half for all work performed in excess of fifteen (15) minutes reporting time following the end of the 12-hour shift.

An employee who works in excess of seventy-eight and three-quarter (78.75) hours in a two-week period shall receive time and one-half (1 ½) their regular straight time hourly rate for all hours worked in excess of seventy-eight and three-quarter (78.75) hours.

All mandatory training not offered during an employees' regularly scheduled hours of work shall be paid at the Overtime rate, including any applicable premiums.

### Hours of Work

The length of time over which the hours of work per week are to be averaged shall be six (6) consecutive weeks.

The normal hours of work shall be 12 hours in any 24-hour period, exclusive of a forty-five (45) minutes of unpaid meal time.

Employees shall be entitled to paid rest breaks during the tour of forty-five (45) minutes.

Sick Leave

When an employee is absent due to illness, the employee will be paid for the number of hours absent according to the 12-hour shift schedule and in accordance with the provisions of the Employers of Ontario Disability Insurance Plan.


Vacation


Each employee is entitled to vacation according to the Collective Agreement.


Dated at (*electronically*), Ontario, this 12<sup>th</sup> day of August 2024.

FOR THE LOCAL UNION

  
John Bell (Aug 12, 2024 17:43 EDT)

  
Jim Chapin (Aug 12, 2024 15:43 EDT)

  
Kevin Bennett (Aug 14, 2024 21:06 EDT)

  
Sean Wilson (Aug 18, 2024 17:45 EDT)

FOR THE EMPLOYER

  
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Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
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**Letter of Understanding**

**Re: Plant Operators**

Relief Plant Operator/Trades will be trained and reclassified as a dual role position. The Plant Operator Schedule will be an equal number of day shifts and night shifts (to be determined by a consensus amongst the regular Plant Operators, and in the absence of a consensus, the Employer will decide the rotation). The Employer will staff four regular Plant Operators at all times, assigned to the Plant Operator schedule, and two relief Plant Operators, who will work on the Maintenance schedule on day shift only. When Relief Plant Operators relieve in the Plant Operator position, they will be paid the Plant Operator rate.

The New Plant Operator and Maintenance Shift Schedules will be implemented on September 29, 2015 (subject to selecting and training the required number of Plant Operators).

Existing Plant Operators will fill two of the regular Plant Operator roles. The remaining four positions will be awarded to the four senior applicants; the two most senior of the four will have the option of selecting a regular Plant Operator position or a Relief Plant Operator position. If three or fewer applicants apply, junior employees will be trained and assigned to work as Plant Operators or Relief Plant Operators as required to fill out the 6-person Plant Operator complement.


Once the initial Plant Operator complement has been established, any vacancies that arise among the regular Plant Operator positions will be filled from the Relief Plant Operators, and a Relief Plant Operator position will be posted. The Relief Plant Operator will be trained.


The Employer agrees that where a Plant Operator has another trade qualification, the Plant Operator will not be assigned to perform work within that trade outside of the plant more than 25% of the time on an annual basis.


The Employer also agrees that its training program will be audited by a qualified external third party to ensure that the training adequately prepares Plant Operators for their duties and responsibilities in the plant.

Dated at (*electronically*), Ontario, this 12<sup>th</sup> day of August 2024.

**FOR THE LOCAL UNION**

  
Erin Bell (Aug 12, 2024 17:43 EDT)

  
Jim Chapin (Aug 12, 2024 15:43 EDT)

  
Kevin Bennett (Aug 14, 2024 21:06 EDT)


  
Sean Wilson (Aug 18, 2024 17:45 EDT)

**FOR THE EMPLOYER**

  
Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
Michelle Case

  
Michelle Case



## Letter of Understanding

### Re: Commitment to Equity, Diversity, and Inclusivity

The parties agree that working and caring conditions are at their best when the workplace environment is reflective of the communities they serve and work together to promote equity, diversity, and inclusion within the Employer.

The parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Women, Racialized workers, workers with a disability, Black, Indigenous, People of Colour (BIPOC) workers, and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which workers choose to self-identify (LGBTQIA2+).


The parties value the contributions of all staff in the Employer and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all.


To support this commitment, where a committee or other Employer forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other Employer forum. The local parties will coordinate to integrate at least one (1) representative, and one (1) alternate, selected or appointed by the Union from amongst bargaining unit employees to join said committee. The committee will meet on a frequency as determined by the committee. The committee will discuss, research and implement strategies, initiatives, and training programs aimed at promoting equity, diversity, and inclusion in the Employer in effective and meaningful ways.


Where a committee or other Employer forum currently exists, at least one (1) representative, and one (1) alternate, from the bargaining unit will be integrated onto the committee or other Employer forum.


Dated at (*electronically*), Ontario, this 12<sup>th</sup> day of August 2024.

#### FOR THE LOCAL UNION

  
Brian Bell (Aug 12, 2024 17:43 EDT)


  
Jim Chapin (Aug 12, 2024 15:43 EDT)



  
Kevin Bennett (Aug 14, 2024 21:06 EDT)

  
Sean Wilson (Aug 18, 2024 17:45 EDT)

#### FOR THE EMPLOYER



  
Shawn Lappan (Aug 13, 2024 17:24 EDT)

## **APPENDIX OF LOCAL ISSUES**

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the Employer's expiring Collective Agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety
- Designation of Classifications Required to Wear Safety Footwear

Where an Employer and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the Collective Agreement is inconsistent with the foregoing Agreement of the central parties, then the local parties may reopen negotiations for the sole purpose of ensuring that the form of their Collective Agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

# **LOCAL ISSUES**

**COMBINED FULL-TIME/PART-TIME**

**COLLECTIVE AGREEMENT**

**Between**



**BGIS Global Integrated Solutions Canada LP  
(hereinafter called the "Hospital")**

**and**



**CUPE LOCAL 139-01  
(hereinafter called the "Union")**

**Expires: September 28, 2023**



## **ARTICLE A – SCOPE**

- A.01** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees at the North Bay Regional Health Centre save and except, Supervisors or Foremen, Chief Engineer, Technical Personnel and persons covered by subsisting Collective Agreements.

Part-time employees may work more than twenty-four hours per week on a temporary basis to cover absence due to illness, vacations, leaves of absence and still retain part-time status. Assignments relating to this type of absence shall be for periods not exceeding six months.

Where it is known that such assignments will exceed a continuous period of six weeks or more, the posting provisions of Article 9.05 will apply.

## **ARTICLE B – MANAGEMENT RIGHTS**

- B.01** The Union acknowledges that it is the exclusive right and power of the Employer to direct the working force, to discipline or discharge the employees for just cause, to promote, demote, transfer, lay-off and suspend employees, subject to the Seniority and Grievance Procedures set out in this Agreement, and to hire.
- B.02** Generally to manage the Employer's business and all the enterprises in which the Employer is engaged.
- B.03** To maintain order, discipline and efficiency and to make and alter from time to time rules and regulations to be observed not inconsistent with the provisions of this Agreement. The Employer shall exercise its rights in a fair and reasonable manner.

## **ARTICLE C – UNION SECURITY**

- C.01** All regular employees of the Employer covered by this Agreement shall as a condition of continued employment have an amount equal to the current monthly dues deducted by the Employer on the first and second pay of the month. Such deductions will commence the first payday of the following month that the employee commences employment. An employee whose dues are in arrears will have the outstanding amount deducted as agreed upon by the Union and the employee.
- C.02** The Employer shall forward such deductions to the Union not later than the end of the month following the date of deduction together with a list of names and classifications of all employees from whose wages the deductions have been made.
- C.03** The Union shall notify the Employer from time to time of the changes, if any, in current monthly dues; and deductions shall be adjusted for the month following such notification, it being understood that at no time dues be calculated on a percentage basis of wages.
- C.04** It is mutually agreed that upon commencement of employment all new employees shall be advised of the existence of the Union and the conditions surrounding their employment as set out in this Article. The new employee shall receive a copy of the Collective Agreement.

## **ARTICLE D – NEGOTIATING COMMITTEE**

- D.01** The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than two (2) employees, plus the Local President or designate.

- D.02** In the event either party wishes to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement and the costs of the meeting place shall be shared equally.

## **ARTICLE E - STEWARDS**

- E.01** The Employer acknowledges the right of the Union to appoint or otherwise select Stewards
- E.02** The Union shall name the stewards and their department of responsibility at the time of appointment and only those so named will be recognized by the Employer.

## **ARTICLE F – GRIEVANCE COMMITTEE**

- F.01** The Employer acknowledges the rights of the Union to appoint or select a Grievance Committee of three (3) members from among the Stewards as well as the President or designate. The Union agrees to notify the Employer of the names of the Grievance Committee members once per year, and to notify the Employer of any changes made in such Grievance committee, and only Grievance Committee members thus qualified shall be recognized by the Employer. If requested by the grievor, or either party, the steward who initiated the grievance shall be allowed to attend Step 2 grievance discussion.

## **ARTICLE G – LABOUR MANAGEMENT COMMITTEE**

- G.01** Subject to Article 6.02 of the Central Agreement, the Employer acknowledges the right of the Union to appoint or select a Labour/Management Committee of up to four (4) members. If the members appointed or selected are not on the same shift, the Committee shall meet during working hours of the shift where the majority of members are scheduled to work, and only two union members will be needed to constitute quorum. Two Employer members will also constitute a quorum. No more than three (3) Union Committee members will be released from duty to attend Labour-Management Meetings.

## **ARTICLE H – SENIORITY LIST**

- H.01** The Employer shall maintain one seniority list for full-time and one for part-time showing the date upon which each employee's seniority commenced. For part-time employees, the list shall reflect both date of hire and total number of hours worked. Up to date seniority lists shall be sent to the Union and posted on the bulletin boards on January 15, April 15, July 15 and October 15 of each year. Errors or omissions must be submitted to the Employer's attention in writing within thirty (30) days or it will be deemed to be correct. For purposes of other provisions of this Agreement, both seniority lists will be considered as one. It is understood by part-time employees that each 1725 hours worked shall represent one (1) full year of service.

- H.02** For purpose of 9.06 and 9.07 of the central provision, the employees affected are those transferred out of the bargaining unit subsequent to March 7, 1985.

### **H.03 Definition of Seniority (Part-Time)**

In accordance with *Article 9.02 (Definition of Seniority)* in the central Collective Agreement whereby a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period, it was determined that the twelve (12) month period would be based on the calendar year (January to December)

## **ARTICLE I – LEAVE OF ABSENCE**

- I.01** All leaves of absence granted by the Employer shall be in writing and shall be for a limited and specified time. In all cases of a leave of absence, which shall be granted for more than one (1) month, the employee shall not accumulate seniority, but their seniority standing shall be the same as it was at the time of granting such leave of absence.
- I.02** If an employee engages in other gainful employment in the Employer field during such leave, their seniority shall be forfeited.
- I.03** The Employer will grant one (1), 7.5-hour-day per calendar year, with pay to the Vice-President of CUPE Local 139-01 or designate. Such hours will be taken at a mutually agreeable time between the Vice-President or designate Employer. Seniority and service shall accumulate during this leave.
- I.04** Employees must make every reasonable effort to schedule medical appointments on their scheduled days off work.

## **ARTICLE J – BULLETIN BOARDS**

- J.01** The Employer shall provide space on bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees provided that such notices are first submitted to the Customer Business Manager, or their designate for their approval before posting. Such request shall not be unreasonably refused.

## **ARTICLE K – UNIFORMS**

- K.01** The Employer agrees to launder and supply uniforms, protective clothing, and protective equipment.
- K.02** Each vehicle will be equipped with water/wind proof pants that are appropriate for the respective crews.
- K.03** In recognition of the nature of work and the Health & Safety policies, the Employer will provide outside personal protective equipment to each full-time and to each regular part-time employee who is required by the Employer who wear outside safety equipment during the course of this duties. Outside personal protective equipment shall include: exterior footwear, gloves and pants.

## **ARTICLE L – NOTICE OF TERMINATION OF EMPLOYMENT**

- L.01** If an employee in the bargaining unit is planning to terminate their services with the Employer, they must give the Customer Business Manager a minimum of two (2) weeks' notice writing. If this notice is not given or an employee is dismissed for just cause, then the Employer will be absolved from any payment of any benefits on termination, except as required by the Employment Standards Act.
- L.02** On termination of employment, an employee will be given a written reference of their work performance while an employee of the Employer, if requested by the employee.

## **ARTICLE M – DISABLED EMPLOYEES**

**M.01** Employees who through physical disability are or become no longer capable of performing all of the normal functions of their work may at the discretion of the Employer be retained in the employment of the Employer provided suitable work is available. In such cases, the wage provisions of this Agreement may not apply for such employees, and the Employer shall have the right to establish what it considers an equitable rate of pay on agreement with the Union.

## **ARTICLE N – BOOKING OFF SHIFTS**

**N.01** Employees must give the Employer at least twenty-four (24) hours' notice of their intention to book off a shift, subject to the approval of the Employer, considering operational requirements.

**N.02** Employees may exchange shifts with 24 hours' notice by agreement of both employees and their supervisor or designate. Such approval shall not be unreasonably withheld.

**N.03** Employees are not permitted to give away shifts.

## **ARTICLE O – REGULAR WORK WEEK (FULL-TIME EMPLOYEES)**

**O.01** The Employer undertakes to use its best efforts consistent with proper management of the Employer to ensure that days off will be taken consecutively, and days off rotated so as to effect an equal distribution throughout the employees. The daily working hours shall be seven and one-half (7 ½) consecutive hours per day. Employees must report to their respective supervisors in uniform and remain in uniform for the full working shift. In no instance will an employee be required to work more than seven (7) consecutive days without receiving a day off.

## **ARTICLE P – OVERTIME**

**P.01** Authorized time worked in excess of seven and one-half (7 ½) hours in one day will be counted as overtime worked with the understanding for employees in the nursing service, a period of not more than 15 minutes necessary to finish assigned work on an irregular basis shall be deemed as "tag end".

Where all employees in a work unit have reached their maximum worked hours, at the time the shift is offered, the shift will be distributed according to seniority, inclusive of full-time and part-time employees, except in circumstances that would result in a third or subsequent weekend premium payment being triggered as per Article 21.01 (a). In the event of exhausting all other staff in the work unit and all other part-time from the same classification of the work unit qualified to perform the work, all other full-time on the work unit will be offered the shift according to seniority and Article 21.01 (a) will apply.

### **P.02 Call-in Shifts**

Part-time employees are to be scheduled equitably in accordance with the terms of the Collective Agreement. When all part-time employees in a department have their minimum requirement of hours, 33.00 hours (12-hour unit) or 37.50 hours (8-hour unit) in a two-week period, additional available hours will be offered to the most senior part-time until their maximum of 75 hours per two-week period has been accrued and so on down the list of part-time staff in the department. In areas where cross-pools exist (i.e. Emergency, Triage and Patient Registration) staff will be considered for additional regular shifts from the other pools before overtime is used. Reassignment of tasks or location is to be considered prior to using overtime.

**P.03** For the purpose of equalization, a refusal of a shift shall be only for the duration of the shift and not for a twenty-four (24) hour period.

#### **ARTICLE Q – PAY DAYS**

**Q.01** It is agreed and understood by the parties hereto that paydays for duration of this Agreement shall be every second Thursday except that some latitude shall be allowed the pay office where a paid holiday occurs during the week.

**Q.02** Any earnings omitted on a pay cheque which is not caused by the employee shall be paid to that employee if requested within ten (10) days of being notified.

**Q.03** An employee who receives an overpayment shall mutually agree with the Employer a repayment schedule before anything is removed from the pay cheque. Repayments will be done within three (3) pay periods.

#### **ARTICLE R – OFF TIME BETWEEN SHIFTS**

**R.01** When an employee is required to change shifts, sixteen (16) hours shall be allowed between shifts. If, however, an employee is required to report on the second shift in any less time than sixteen (16) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the sixteen (16) hours' time allowed for shift change has expired except when requested by the employee(s) and approved by the Employer.

#### **ARTICLE S – MEAL AND TRAVEL ALLOWANCES**

**S.01** Employees required to work more than two and one-half (2 ½) hours immediately following the completion of a full shift shall be provided with a fifteen-dollar (\$15.00) meal allowance.

**S.02** In the event that an employee is required to travel on Employer business under circumstance considered to be unusual or that render it impossible for such employee to obtain their meal through normal channels, the Employer will reimburse the employee for reasonable expenses incurred to purchase a meal.

**S.03** Employees required to remain on Employer premises during lunch breaks are to be paid one half (1/2) hour at overtime rates.

**S.04** Should an employee be called back to duty or called in from standby, they shall be provided with taxi fare from and to their home, or if they use their own automobile, they shall receive an allowance of fifty-three (53¢) per kilometre for the return trip to a maximum of fifteen dollars (\$15.00) based on the distance from their home to the Employer.

#### **ARTICLE T – WORK SCHEDULES**

##### **T.01 a) Full-Time**

The Employer will endeavour to post working schedules a minimum of six (6) weeks in advance. In the event of unforeseen circumstances, such schedules will be posted a minimum of four (4) weeks in advance. The Employer will endeavour to arrange schedules so as to permit employees to have two (2) weekends off in every four (4) week schedule. Should an employee be required to work a third consecutive weekend, they shall be paid



time and one-half for the regular hours worked on that weekend, and on subsequent weekends worked until a weekend off is scheduled save and except where:

- i) Such weekend has been worked by an employee to satisfy specific days off required by such an employee and approved by the Employer, or
- ii) Such employee has requested weekend work and approved by the Employer, or
- iii) Such weekend is worked as a result of exchange of shifts with another employee and approved by the Employer.
- iv) Where permanent shifts other than vacancies or newly created positions are instituted, they shall be offered to qualified staff within the department/unit and classification on a seniority basis. Where there is no acceptance of such a shift, the assignment shall be made to the least senior employee in the classification.

**b) Part-Time**

- i) The Employer will endeavour to post part-time schedules a minimum of six (6) weeks in advance. The Employer will also endeavour to arrange schedules so as to permit part-time employees one (1) weekend off in every four (4) week schedule.
- ii) Regularly scheduled part-time hours of work/shifts will be distributed as equitably as possible per pay period.

**T.02** An employee who expresses their desire in writing by September 15 of each year shall be scheduled off duty for a period of not less three consecutive days (unless fewer days are requested by the employee) at either Christmas and/or New Year's. In the event more employees request such days off than can be scheduled off work, seniority shall govern. To accommodate this special arrangement, the employee's normal scheduling conditions shall be waived between December 15 and January 15.

"Christmas" means Christmas Eve day, Christmas Day and Boxing Day.

"New Year's" means New Year's Eve day, New Year's Day, and January 2.

**T.03** Subsequent to seven (7) consecutive shifts on duty, an employee shall have a minimum of two (2) consecutive days off.

**T.04 All Employees**

- a) An employee will be given a minimum of twenty-four (24) hours' notice of cancellation or shortening of any part of a 7.5-hour booked shift.
- b) When a shift is cancelled within the work unit, the least senior employee scheduled within the work unit will serve the cancellation, if the senior employee possesses the necessary skills and abilities to perform the job. If the shift is one of the scheduled equitable shifts, this shift should be replaced within the same pay period before the call-in language in 17.02 applies. Such cancellation/replacement will not result in a premium payment.
- c) All shifts added to the schedule less than two weeks away will require a verbal confirmation that the employee accepts the shift.

## **ARTICLE U – HOLIDAYS (FULL-TIME EMPLOYEES)**

**U.01** The following holidays shall be recognized by the Employer as paid holidays:

New Year's Days	August Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day (Nov. 11)
Canada Day	Christmas Day
Family Day	Boxing Day

## **ARTICLE V – VACATION REQUEST**

**V.01** Vacation request sheets will be posted annually from January 1 to March 1 for employees desiring vacation during the period April 15 to December 31.

Vacation request sheets will be posted annually from November 1 to November 30 for employees desiring vacations during the period January 1 to April 15. Approved vacation shall be posted December 15 and April 1 and not changed without the written consent of the affected employee. Vacation requests submitted after approval deadlines shall be responded to within five (5) working days.

It is understood and agreed that the Employer in settling of Schedules of Vacations will give preference of time at which employees wish to take their vacations to senior employees, but of necessity the Employer must reserve the final decisions as to the scheduling of vacations.

An employee's request for specific dates shall not be unreasonably refused.

**V.02** Vacation may be scheduled in single days.

**V.03** Employees shall not be required to fill out timesheets in order to be paid for their vacation. The employee must complete the Employer's Vacation Request Form and, once the employee's vacation is approved, the Employer shall take responsibility for completing the necessary paperwork to ensure the employee gets paid during such approved vacation leave.

Vacation Carry Over

Employees will be allowed to carryover their annual vacation entitlement for one year. In the event that an employee does not use the carried over vacation entitlement within that year, the carry-over will be paid out by January 30<sup>th</sup> of the following year.

## **ARTICLE W – PAID PARKING**

**W.01** While employees are on vacation or leave of absence for a calendar month or more, no deduction shall be made for parking.

## **ARTICLE X – AGREEMENT BOOKLETS**

**X.01** The Employer will provide electronic copies of the Collective Agreement and distribute to all bargaining unit employees.

## **ARTICLE Y – JOB DESCRIPTIONS**

**Y.01** The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent.

These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions.

**Y.02** An employee will be given a copy of their job description upon request.

**Y.03** Job descriptions shall not be altered or changed without prior discussion with Union.

## **ARTICLE Z – NO SEXUAL HARASSMENT**

**Z.01** The Employer agrees that there will be no sexual harassment of workers by members of supervision or co-workers on the premises. Sexual harassment being defined as unwanted sexual attention of a physical nature, verbal abuse and any unwanted sexual attention. Such grievances under this clause would be subject to the grievance procedure.

## **ARTICLE AA – PUNCH CLOCK**

**AA.01** The use of the punch clock to calculate employee's hours will not be implemented.

## **ARTICLE BB – INSERVICE TRAINING/EDUCATION**

**BB.01** The Employer recognizes its responsibility to provide appropriate in-service training/education for all staff, with due consideration being given to the seniority and classification of the employee. To this end the Employer is prepared to recognize and work with a committee of three (3) employees to investigate, discuss and provide where reasonable, appropriate, ongoing in-service training/education.

## **ARTICLE CC – ADDRESS LIST**

**CC.01** The Employer will provide the Union with a list of phone numbers and addresses of all employees in the bargaining unit April 1<sup>st</sup> and October 1<sup>st</sup> of each year.

## **ARTICLE DD – HEALTH AND SAFETY**

### **DD.01 Health and Safety Committee**

- a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

b) The parties fully endorse the responsibilities of employer and employee under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.

c) Joint Health and Safety Committee

Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its JOHSC, at least one (1) representative(s) selected or appointed by the Union from amongst bargaining unit employees. The JOHSC will function according to the Ministry of Labour approved Terms of Reference.

Meetings shall be held every month except July and August or at the call of the Co-Chairs. The JOHSC shall maintain minutes of all meetings and make the same available for review.

Any representative appointed or selected in accordance hereof, shall serve for a term of at least one (1) year from the date of the appointment which may be further renewed for periods of one (1) year period. Time off for such representative(s) to attend meetings of the JOHSC in accordance with the foregoing shall be granted and time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at their regular or premium rate as may be applicable.

d) The Employer agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Employer will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.

e) Where the Employer determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.

f) An employee who is required by the Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

g) Where the Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if they so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.

**DD.02** The Employer will require maintenance employees to wear appropriate CSA approved safety footwear.

On the first pay of each calendar year, the Employer will provide two hundred dollars (\$200) to each employee that is required to wear appropriate CSA approved safety footwear.

## **ARTICLE EE – CUPE CERTIFIED WORKER**

**EE.01** The Employer accepts that one (1) CUPE member who is to serve on the Joint Occupational Health and Safety Committee will be selected among those to be trained as certified workers under the Occupational Health & Safety Act. Any costs associated with the initial training of a certified worker will be paid by the Employer or as may be prescribed pursuant to the Occupational Health & Safety Act.

## **ARTICLE FF – MEETING SPACE**

**FF.01** The Employer shall provide sufficient meeting space to allow the Local Union to hold its monthly meetings on the Employer premises, provided such space is available.

## **ARTICLE GG – VIOLENCE IN THE WORKPLACE**

**GG.01** The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace, and that such behaviour may result in injury and/or emotional distress to an employee.

The Employer agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupational Health and Safety Committee for review.

The Joint Health and Safety Committee shall concern itself with those matters and shall make such recommendations, as it deems appropriate.

## **ARTICLE HH –MODIFIED WORK**

**HH.01** The Employer and the union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Employer, and to meeting the parties' responsibilities under the law.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of disabled employees. The Employer and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

When it is medically determined that an employee is unable to return to the full duties of their position because of disability, the Employer will meet with the National Representative and a representative of the Local Union to discuss the circumstances surrounding that employee's return to suitable work.

## **ARTICLE II –CHANGE IN LAW**

**II.01** In the event that there is a change in the law during the life of this collective agreement which creates a conflict between the act and the collective agreement, the superior provision shall prevail.

**LETTER OF INTENT**

Full-Time Employees

The Employer agrees to make a conscientious effort to schedule its employees so that an employee receives approximately the same number of hours worked during each two (2) week pay period.


Dated at (*electronically*), Ontario, this 12<sup>th</sup> day of August 2024.

FOR THE LOCAL UNION

FOR THE EMPLOYER

  
E. Bell (Aug 12, 2024 17:43 EDT)


  
\_\_\_\_\_

  
Jim Chapin (Aug 12, 2024 15:43 EDT)

  
Shawn Lappan (Aug 13, 2024 17:24 EDT)

  
Kevin Bennett (Aug 14, 2024 21:06 EDT)

  
\_\_\_\_\_

  
Sean Wilson (Aug 18, 2024 17:45 EDT)

  
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